

REMARKS**Summary of the Office Action**

- (1) Claims 59-60, 62-69, 71-75 and 78-79 stand rejected under 35 U.S.C. 112, second paragraph, as being indefinite.
- (3) Claims 38-42, 44-46, 48-51, 56-60, 62-69, 71-75 and 78-97 stand rejected under 35 U.S.C. 101 because of non-statutory subject matter.
- (4) Claims 38-97 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Shorter (US 2002/0198782).

Rejections Under 35 U.S.C. § 112 and 35 U.S.C. § 101

Applicant thanks the Examiner for the interview of April 7, 2005. As discussed, Applicant requests removal of these rejections based on the discussions and added amendments.

Rejections Under 35 U.S.C. § 103

In Applying Shorter, Applicant respectfully submits that the Office Action has oversimplified Applicant's invention, and missed several differentiating elements. Applicant would appreciate if the Examiner reconsiders the following:

Applicant reiterates many of the differences argued in the last paper. In particular,

The present invention covers four types of users (as part of the collaboration community of the client), while Shorter covers just one:

- 1) A user buys a subscription plan for the entire collaboration community.
- 2) A user not invited and not required to buy a subscription plan.

{00085507v2} 14

- 3) A user who got invited to buy a subscription plan but did not.
- 4) A user who buys his own subscription plan.

Shorter does not pertain to a collaboration community. Applicant notes that the claims now recite language (or variation thereof) that a client and its collaboration partners communicate with others online. Shorter presents no such collaboration community where client's collaborate with others through online communications. Furthermore, the Cambridge dictionary defined collaboration as "Working **with** someone else for a special purpose." The Merriam-Webster dictionary defined collaboration as "to work **jointly with others or together** especially in an intellectual endeavor."

In view of the language provided on the relationship between clients and partners in collaboration communities, as well as the extrinsic dictionary definitions, Applicant respectfully submits that Shorter does not teach collaboration and does not pertain to a collaboration community. Shorter pertains to the act of a unilateral referral by a user to a non-user. This is not collaboration, let alone the type of relationship required by explicit language in the claims.

Furthermore, the unilateral referral action is conducted between a user (someone who is already using the service) and a non-user (someone who has not used the service.) Shorter does not teach collaboration amongst users of one enterprise solution. As such, there is no "client and its collaboration partners communicating with others online" (e.g. Claim 38) in Shorter

Because the claims are directed expressly to the use of a collaboration community, the present invention addresses a problem that Shorter cannot. To provide an illustrative example, under Applicant's invention, client first sign up for a host subscription fee for the entire community, which consists of all 5,000 partners. Including the clients, the collaboration community now has a total of 5,001 partners. If one assumes 600 enrollments take place, the client now incurred the entire host subscription fee of 5,001 partners minus the bonus generated by the 600 partner enrollments. However, the client is now able to

(00085507v2) 15

collaborate with the entire 5,000 partners. The client now has a system that reaches all partners. Shorter's teaching, in this example, will only allow 601 non-collaborative subscribers using the service.

As time goes on in the present invention, there may be additional enrollments, additional users, exit-enrollments, etc. The host subscription fee becomes ever-changing. However, one thing does not change – the client's ability to collaborate with all partners.

The example provided can be extended to Shorter, to illustrate the difference with Applicant's invention. Under Shorter, there is no collaboration, and there are no partners.

Applicant concedes that Shorter teaches that a user pays subscription for its own usage. However, Applicant's invention includes a client who is responsible for the subscription fee of the entire collaboration community; whereas in Shorter, no one is responsible for a collaboration community fee since Shorter does not teach collaboration among users. Further more, Shorter does not even teach a user to be responsible for subscription fees of multiple users, let alone the fee of a collaboration community. The client, who is responsible for collaboration community, is not the same as a user in the Shorter's teaching. They are different in nature.

In Applicant's invention, the user using the system is not required to first enroll a subscription, and such user's are specifically referred to as non-subscribers. In Shorter, any user must first enroll a subscription before becoming a user. Applicant's invention addresses this type of user category that Shorter did not.

Even if Shorter was to permit collaboration, under Shorter, any client would not be able to collaborate with all the partners unless all partners agree to buy a subscription. This is unlikely, and a specific situation that is addressed by Applicant's invention.

{00085507v2}16

Shorter does not teach collaboration among users and has no collaboration communities among users. Applicant's invention teaches collaboration among users, thus having collaboration communities.

Shorter teaches when a referee purchases a subscription due to a referral the subscription will generate bonus to offset the subscription of the referrer; whereas, the present invention teaches that when the referee purchases a subscription due to a referral made by a referrer, the referee subscription plan generates a bonus toward offsetting a community collaboration fee to which he belongs instead of the referrer subscription fee.

Shorter teaches that a user can only have one referrer, while the present invention teaches that a user can have as many referrers as the number of collaboration communities to which he belongs.

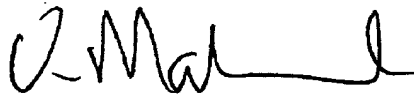
In summary, if an entity was to attempt to address a business problem, such as how will a user collaborate with his entire collaboration communities when some of his community members wish not to buy subscriptions, Shorter invention will not address this issue; whereas, Applicant's invention will.

{00085507v2}17

CONCLUSION

The Applicant respectfully requests that the Examiner enter this Response, reconsider the pending claims and issue a Notice of Allowance. If the Examiner believes a telephone conference would expedite prosecution of this application, the Applicant requests that the Examiner telephone the undersigned at the number below.

Submitted by,



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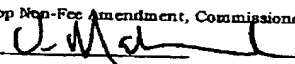
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{00085507v2} 18